

**Idaho Housing and Finance Association  
Neighborhood Stabilization Homeownership Assistance**

*Borrower Affidavit and Lender Certification*

STATE OF IDAHO            )  
  ) ss  
COUNTY OF \_\_\_\_\_)

I/We, the undersigned, being duly sworn, state under penalty of perjury, that each and every one of the following statements is true and correct.

I/We certify that:

My/Our legal name(s) are:

My/Our current address and phone are:

\_\_\_\_\_

\_\_\_\_\_

SS#: \_\_\_\_\_

(Street)

(City, State, Zip)

\_\_\_\_\_

\_\_\_\_\_

SS#: \_\_\_\_\_

(Phone)

1. The residence being purchased is a single-family dwelling located in the State of Idaho at the following address:

\_\_\_\_\_ and will be occupied within (14) days after the date of the Mortgage Loan closing and maintained as my principal residence throughout the term of the Mortgage Loan and homeownership assistance.

2. The residence will not be used as an investment property, vacation home, or recreational home, and no portion of the property may be used as a rental or to produce income to the household.

3. The proceeds of the Mortgage Loan and Homeownership Assistance funds in this purchase transaction will not be used to replace an existing mortgage or land contract.

4. ACQUISITION COST:        The appraised value at acquisition of the housing purchased with this Homeownership Assistance (including repairs needed to meet Housing Quality Standards or to make the property accessible for the borrower's disability, if any) may not exceed the limits as set forth by the Idaho Housing and Finance Association (IHFA) for the purposes of this program. Acquisition cost shall mean the cost of acquiring a residence from the seller as a completed residential unit including any costs of repairs needed to meet Housing Quality Standards or to make the property accessible for the borrowers disability and includes the following:

(i) All amounts paid either in cash or in kind, by the purchaser (or related party for the benefit of the purchaser) to the seller (or related party for the benefit of the seller) as consideration for the residence, including any improvements to the residence paid for by the purchaser and all commissions, whether paid by the buyer/grantor/seller. However it shall not include usual and reasonable settlement costs or permanent financing charges as determined by IHFA.

(ii) If a residence is incomplete, the reasonable cost of completing the residence including all builder fees, hookup and tap-in fees, permits, architectural fees, all site improvements, work credits, subcontracted items and construction loan interest. It shall not include the value of services performed by the mortgagor or members of the mortgagor's family in completing the residence.

Total acquisition cost shall be \$ \_\_\_\_\_ and will not exceed the acquisition cost limitation applicable to the residence which is \$ \_\_\_\_\_ in \_\_\_\_\_ County, Idaho. No side deal or agreement, either verbal or written is presently contemplated for the completion of or the addition to this residences, unless the estimated cost of the completion and/or addition is included in the acquisition cost.

5. INCOME REQUIREMENTS: My gross household income does not exceed the maximum program income for a household of \_\_\_\_\_ persons in \_\_\_\_\_ County:

My total annual income to be stated on the Loan Application 1. \_\_\_\_\_

My additional annual Income not included on line #1 is: 2. \_\_\_\_\_  
*(Borrower must include all income received by the mortgagor(s), the spouse of the mortgagor, and any other person who is expected to live in the residence being financed and/or secondarily liable on the Mortgage Loan).*

My total annual income (add lines #1 & #2) is: 3. \_\_\_\_\_

I understand that I am not eligible for the Neighborhood Stabilization Homeownership Assistance Program if my annual income as stated on line #3 exceeds \$ \_\_\_\_\_ (Lender to insert applicable program limit.)

**ADDITIONAL INCOME DEFINED:** Child support; alimony or separate maintenance payments; periodic payments from trusts, annuities, inheritance, insurance policies, pensions, retirement funds, and lotteries: all public assistance payments (excluding Medicaid); recurring investment income not including gains on a one-time sale or any gains from the sale of the borrowers prior residence; all public assistance payments; voluntary deferred severance compensation plans; payments in lieu of earnings, including social security, unemployment benefits, workers compensation, severance pay, disability or death benefits; income from partnerships, undisbursed profits from a business owned by borrower(s) in whole or in part; regular cash contributions received from persons not living in the household; income from contracts receivable, net rental income and one-time severance pay.

**EXCLUDED INCOME DEFINED:** Such temporary, nonrecurring or sporadic income as casual sporadic or irregular gifts: the Income of a live-in assistant; amounts that are specifically for or in reimbursement of the cost of medical expenses; lump-sum additions to family assets, such as inheritances; insurance payments (including payments under health and accident insurance and workers compensation), nonrecurring lottery winnings, capital gains for settlement for personal or property losses; amounts of educational scholarships paid directly to the student or to the educational institution and amounts paid by the Government to a Veteran for use in meeting the costs of tuition, books, fees, and equipment, materials, supplies; transportation and miscellaneous personal expenses of the student; income from employment of children (including foster children) under the age of 18 years, payments received for the care of foster children; the special pay to a household member serving in the Armed Forces who is exposed to hostile fire; amounts received under training programs funded by HUD; amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan for Achieving Self-Support (PASS); amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program; temporary nonrecurring or sporadic income (including gifts); or amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937.

6. PERIOD OF AFFORDABILITY: I, the borrower, understand and acknowledge that during the Period of Affordability as defined in the Deed of Trust Note, the entire indebtedness is due and payable upon sale or transfer of ownership or title of this residence being purchased, and that prepayment of the indebtedness will not cause termination of the Period of Affordability.

Minimum Period of Affordability in years:	
Assistance Amounts:	Minimum Period of Affordability in years:
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

7. REPAYMENT TERMS: The payment shall be applied first to interest accrued on the then unpaid principal balance, at the rate of ZERO PERCENT (0%) per annum, and the balance thereof shall be applied to the principal balance. Both principal and interest shall be payable at the offices of IHFA, at the address set forth above, or such other place as IHFA may designate in writing. Borrower may prepay the principal outstanding hereunder, plus accrued interest thereon, if any, in whole or in part at any time without premium or penalty.

All principal and interest payments are hereby deferred until an event of default occurs or transfer of property without prior consent. If default occurs hereunder, the entire principal sum and accrued interest shall immediately become due and payable without notice, at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any continuing or subsequent default. In the event of default in the payment of this Note, and if same is submitted for collection by IHFA, its successors and assigns, the undersigned agree(s) to pay all costs of collection, including reasonable attorney's fees.

8. I understand that (a) any transfer of title to or possession of the residence or any portion thereof (b) any assumption of the Deed of Trust which secures the Grant for which the Association has not given prior written consent, (c) any untrue or incorrect statement in this Affidavit, and (d) any non-occupancy by the original recipients of the Grant may result in a portion of the Grant becoming subject to recapture provisions and the recoverable amount immediately becoming due and payable.

9. I authorize the Association, its agent or assigns and the Lender or the Servicer of the Mortgage Loan and/or Grant to conduct such investigation as they deem necessary to ascertain the truth and correctness of the statements made in this Affidavit, and agree to provide such information as the Association, its agents or assigns and the Lender or Servicer of the Mortgage Loan and/or Grant shall reasonably request for such purposes.

**I/WE CERTIFY THAT THE INFORMATION LISTED ABOVE IS GIVEN FOR THE PURPOSES OF OBTAINING HOMEOWNERSHIP ASSISTANCE THROUGH THE NEIGHBORHOOD STABILIZATION PROGRAM AND IS TRUE AND COMPLETE. I/WE REALIZE THAT THE LENDER AND THE ASSOCIATION WILL RELY UPON THIS INFORMATION IN APPROVING THIS MORTGAGE LOAN AND HOMEOWNERSHIP ASSISTANCE. (THIS TRANSACTION MUST BE CLOSED WITHIN 120 DAYS OF EXECUTION OF THIS AFFIDAVIT OR THE INCOME MUST BE REVERIFIED).**

\_\_\_\_\_  
Date

Signature of the Borrower(s): \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_, State of Idaho  
My commission expires: \_\_\_\_\_

***LENDER CERTIFICATION***

The Lender certifies that upon reasonable investigation the Borrower(s) meets Program eligibility requirements for the NEIGHBORHOOD STABILIZATION HOMEOWNERSHIP ASSISTANCE Program and neither the Lender, Borrower, nor the Seller of the residence have made any negligent or fraudulent, material misstatements in the above affidavit or otherwise in connection with the Borrower(s) application for the Mortgage Loan and/or HOMEOWNERSHIP ASSISTANCE. Based upon its review of the application and related documents, the Lender further certifies that this Mortgage Loan and Homeownership Assistance are in all respects a prudent Investment.

\_\_\_\_\_  
Date

Lender: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_